

IN THE MATTER OF:

The Claim of _____, of _____,
Nova Scotia

PLAINTIFF

- against -

DEFENDANT

CONTINGENCY FEE AGREEMENT

WHEREAS _____, hereinafter called the "Barristers", has agreed with the Plaintiff, _____, to act on his/her behalf with respect to (statement setting forth the nature of the claim).

AND WHEREAS the Plaintiff has agreed that the Barristers' compensation will be dependent and contingent in whole, with the exception of disbursements and other charges, as hereinafter set out, upon the successful disposition of the claim.

AND WHEREAS the parties have agreed to make and write a Contingency Fee Agreement.

AND WHEREAS Rule 77.14 of the Civil Procedure Rules for the Province of Nova Scotia, requires the making and writing of a Contingency Fee Agreement.

THE PARTIES hereby agree as follows:

1. **THAT** the Barristers, of (insert address), will act as Counsel on behalf of the

Plaintiff of the (insert address).

2. **THAT** the Plaintiff will pay to the Barristers as reasonable contingent compensation (insert percentage) (%) of the amount of the claim awarded either as settlement of the claim or as Judgment after trial and in addition thereto all applicable taxes. The contingency upon which the Barristers' compensation is to be paid is the successful settlement or adjudication of the client's claim.

3. **THAT** the Barristers are authorized to incur reasonable disbursements and other charges necessary for the conduct of the action. Disbursements mean the reasonable and proper out-of-pocket expenses paid to third parties incurred by the Solicitor in pursuing the Client's claim. These include, but are not limited to, long distance and fax charges, postage, court fees, discovery expenses, witness fees, expert fees, medical reports. Other charges include, but are not limited to, photocopying, paralegal, word processing and computer costs. Harmonized Sales Tax (HST) may be added to some disbursements in accordance with the governing legislation.

4. **THAT** any party and party costs awarded against the Plaintiff in the event that the action is unsuccessful, shall be the sole responsibility of the Plaintiff.

5. **THAT** this Agreement covers all fees payable to the Barristers' with respect to the trial of the intended action, and all matters ancillary thereto only but does not include fees with respect to any appeals subsequent to the trial of the intended action.

6. **THAT** either party is free to withdraw from this Agreement at any time provided

that reasonable legal fees shall be paid by the Plaintiff to the Barristers' for services rendered to the date of the withdrawal. Reasonable fees shall be as agreed between the parties or as taxed by the Taxing Master.

7. **THAT** the Plaintiff has the right to have this Agreement and any payment due under it reviewed for the reasonableness and the necessity of the charges by an Adjudicator under the *Small Claims Court Act* or a Judge.

8. **THAT** the client acknowledges that the solicitor has advised the client that the content and form of this Agreement may be reviewed by another lawyer on the client's behalf. The client further acknowledges that the provisions on this Contingency Fee Agreement have been explained by the solicitor and the client understands the terms of this Agreement.

9. This Agreement is binding on the heirs, executors, administrators, successors, assigns and guarantors of each of the parties.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals this day of , 2010.

Signed, Sealed and Delivered

in the presence of:

)
)
) _____
) **client**
)
)
)
) law firm
)
)
) per: _____
) solicitor

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